

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PUBLIC WORKS

PROJECT MANUAL:

SUPPLY & DELIVER THREE (3)

**VOLVO MODEL BL70 BACKHOES OR EQUIVALENT
*INVITATION FOR BID #12-25***

Bid Opening Date: November 10, 2011 at 9:30 a.m.

OCTOBER 2011

Setti D. Warren, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #12-25

The City of Newton invites sealed bids from Contractors for the supply and delivery of one:

THREE (3) BACKHOES

Bids will be received until: **9:30 a.m., November 10, 2011**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459.
Immediately following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract documents will be available online at www.ci.newton.ma.us/bids or for pick up in the Purchasing Office after 10:00 a.m., October 27, 2011.

There will be no charge for contract documents.

It is Bidder's responsibility to ensure it's bid is submitted by the deadline for acceptance. Any bid received after the time for receipt established in this Invitation will be returned unopened.

All bids shall be submitted as one ORIGINAL and one COPY.

Bid surety is not required for this project.

Award will be made to the lowest responsive and responsible bidder for the total contract price.

All bids are subject to the provisions of M.G.L. Chapter 30B.

The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no substitutions", **shall indicate so on the bid form and ATTACHMENT - A (Exception form)** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for rejection.**

All City of Newton bids are available on the City's web site, www.ci.newton.ma.us, Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may email us at purchasing@newtonma.gov or fax the Purchasing Dept. (617) 796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Rositha Durham
Chief Procurement Officer

October 27, 2011

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received by Friday, November 4, 2011 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-25**.

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

- 3.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City and shall include a firm fee FOB Delivered.

- 3.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 3.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 3.4 "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only, unless it is stated "no substitutes". An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.
- 3.5 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 3.6 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.
- 3.7 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 3.8 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR:
 - * NAME OF PROJECT AND INVITATION NUMBER
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 3.9 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 3.10 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

ARTICLE 4 - ALTERNATES

- 4.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 4.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.

- 4.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 4.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 5 - WITHDRAWAL OF BIDS

- 5.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 5.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 5.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 6 - CONTRACT AWARD

- 6.1 The City of Newton will award the contract to the lowest responsive and responsible Bidder within ninety (90) days after the opening of bids. All bids must remain firm for ninety (90) calendar days after the bid opening.
- 6.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 6.3 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders whose bid conforms in all respects to the Invitation for Bids and who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 6.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 6.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 6.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 7 - TAXES

- 7.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 7.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #12-25

- A. The undersigned proposes to furnish and deliver the equipment specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**SUPPLY AND DELIVER
THREE (3) BACKHOES**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The Bidder proposes to furnish and deliver, FOB – DESTINATION, a new and unused equipment per specified for the contract price:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Backhoe	Volvo Model BL70 or Equal	3	\$_____	\$_____

Exemption Form enclosed with bid: _____ YES _____ NO

COMPANY: _____

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Signed Bid Form, 2 pages
- ☐ Bidder Proposal Specifications, 8 pages
- ☐ ATTACHMENT - A (Exceptions form), 1 page

- E. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)
BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone) / (FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? __YES __NO **WBE**? __YES __NO or **MWBE**? __YES __NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? __ YES __ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME:

OWNER:

CITY/STATE:

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME:

OWNER:

CITY/STATE:

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME:

OWNER:

CITY/STATE:

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME:

OWNER:

CITY/STATE:

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CITY OF NEWTON

PUBLIC WORKS DEPARTMENT

VOLVO MODEL BL70 BACKHOE OR EQUIVALENT

Minimum Bid Specifications

- Unit bid shall be currently advertised and produced model with all the latest standard features whether or not called for in these specifications. Standard equipment shall be defined in current manufacturer's literature. (Provide current brochure / specifications of the unit bid)
- Indicate compliance with inserting either a YES or NO answer.
- A 'YES' answer indicates 100% compliance with the entire statement. Manufacturer's bid is allowed to meet, or exceed, stated specifications, unless otherwise quantified.
- Explain all 'NO' answers in detail on a separate page, clearly referencing the relevant non-conforming item(s) by section and item number
- Any deviations from specifications must be noted or bid will be deemed incomplete and will not be considered

COMPLIANT? YES OR NO

I. GENERAL

1. Construction duty, 14 foot class extendable backhoe loader. Manufacturer to supply minimum 12 month/unlimited hours warranty on all components. _____
2. All specifications advertised must comply with SAE recommended practice or ISO standards. _____
3. One piece unitized mainframe and componentized driveline. Front and rear machine tie downs, cast iron kingpost, and front bumper. _____
4. Resilient rear fenders, right side fuel tank, and lockable toolbox. _____
5. Lockable rear-tilting, one-piece hood for ease of service. _____
6. Cast-reinforced sealed pins and grooved bushings with 50-hour lubrication interval. _____
7. Machine includes operator manual, safety manual, and safety decals, in English. _____
8. OEM front hydraulic coupler with 3rd hydraulic valve. _____
9. 36" swinger bucket. _____
10. Waine Roy manual coupler on backhoe with 12", 18" and 24" digging buckets. _____
11. Hydraulic boom suspension for ride control. _____

II. SEAT/OPERATOR PLATFORM

Seat: Slide-back, suspension cloth seat adjustable for sliding fore/aft, front up/down, rear. Up/down, backrest fore/aft, lumbar, rotate 180 degrees, weight, armrests up/down, and a two inch retractable seat belt. _____

Enclosed Cab: Pressurized cab with deluxe trim with Left and right side entry. Full, padded, washable rubber floor mat, interior rear view mirror, four adjustable front halogen work lights front and four adjustable rear halogen work lights. Flat panel, partial or fully opening left and right side windows. One-piece rear window with assist cylinders that open and can be stored overhead. Front and rear windshield wiper and washer. Heater/defroster. Storage trays, floor mat tool/lunchbox storage area, handrails, cup holder, coat hook, backup alarm, 2-12 volt mobile power sockets. _____

III. LOADER - General Purpose

Unit to be equipped with an integrally mounted front-end loader meeting the following criteria:

1. Single, self-leveling bucket cylinder with dual lift cylinders. _____
2. Minimum 92.5", 1.3 cubic yard capacity heavy duty bucket. _____
3. Minimum 7,300 lb lift capacity. _____
4. Minimum 12,445 loader bucket breakout force. _____
5. Minimum 8'9" dump clearance _____
6. Single multi-functioning pilot-operated loader control joystick with integral transmission disconnect switch, float, return-to-dig, multi-purpose loader bucket activation via a roller switch, forward/reverse direction switch, neutral button, kick-down button on powershift option. _____
7. Bucket rollback 45 degrees, dump angle 49 degrees. _____

IV. ENGINE

1. Turbocharged, water-cooled, direct injection diesel with solid, cast cylinder head, integrated water and oil pumps, 35-degree operating angle, and engine fan guard, coolant protection to 35 degrees F. _____
2. Meets or exceeds U.S. Federal Emissions standards. _____
3. Displacement: 4 cylinder, 293 CID (4.8 liter) minimum. _____
4. Performance: Max torque of 273 ft. lbs. @ 1600 rpm, 28% torque rise. _____
5. Air Cleaner: Dual element, dry type with cleanable outer element, replaceable inner element, and restriction indicator within instrument panel. (Optional pre-cleaner available). _____
6. Fuel Filtering: Two stage fuel-filtering system utilizing a water/sediment separator and spin- on type filter element. _____
7. Lubrication: Full-flow pressure lubrication with spin-on filter cartridge. _____
8. Horsepower Output: Minimum 90 SAE Net engine HP at 2200 RPM. _____
9. Throttle Control: To be hand and foot operable. _____
10. Cooling System: Air to fluid coolers. _____
11. Separately serviceable radiator and tilt-forward hydraulic cooler. _____
12. Cold start aid: Engine block pre-heater. _____

V. FRONT AXLE -4WD

1. 4WD Type: Curved, industrial cast iron, fixed tread width axle with single, centrally mounted, double acting steering cylinder mounted behind axle for protection, remote grease fitting for axle pivot pin, outboard planetary final reduction, shift on the go engage/disengage. _____
2. Spring applied, hydraulically released 4wd clutch/disc pack. _____
3. Automatic effective 4wd engagement when applying brakes in 3rd or 4th gear. _____
4. Tread width: Front tires must ride inside specified loader bucket cutting width. _____
5. Steering: Hydrostatic power with priority valve. _____
6. 55 degree steering angle, 16- degree total axle oscillation both sides. _____
7. Steering wheel lock to lock turns - no greater than 4 in either direction. _____
8. Tilt steering column with infinite positions and positive mechanical lock. _____

VI. TRANSMISSION

1. Separate unit mounted to engine containing torque converter and all transmission components. _____
2. Connected to the rear axle via drive shaft. Forward/reverse switch on multi-functioning pilot operated loader joystick and a directional lever on steering column. _____
3. Type: Completely sealed 12.2-inch torque converter, 4 speeds forward, 4 speeds reverse. Fully synchronized shifts in all gears. _____
4. Electrically operated shuttle control. _____
5. Lubrication and Air to fluid type transmission oil cooler equipped. _____
6. Cooling systems: Pressure lubrication with spin-on cartridge filter. _____
7. Electrically operated and located on the transmission gear. _____
8. Disconnect: shift lever and loader control joystick to allow disengagement of transmission for shifting or loader operations. _____
9. Powershift transmission is available as an option. _____

VII. REAR AXLE

1. Separate unit rigidly mounted to mainframe and connected to transmission via drive shaft. _____
2. Heavy-duty double reduction. Outboard planetary gear final reduction. _____
3. Traction control: Foot activated, full 100% differential lock on rear axle to provide automatic equalization of wheel spin under conditions of unequal footing. _____

VIII. TIRES 4WD

1. 4WD Front: 12.5/80-18, 14 Ply, 8-bolt configuration. _____

2. 4WD Rear: 19.5L-24, 10 Ply, 10-bolt configuration. _____

IX. BRAKES

1. Type: Sealed, servo power assisted wet multiple discs. Must be able to operate brake pedals independently as turning brakes or locked together for road operation with heel on floor. _____
2. Pedals serrated for firm grip. _____
3. Actuation: Hydraulically operated, self-adjusting, self-equalizing type. _____
4. Separate master cylinder and brake oil reservoir. _____
5. Automatic effective 4 wheel drive engagement when in 3rd and 4th gears. _____
6. Park Brake: Applied via mechanical lever, accessible in driving or backhoe positions. External disc with caliper, mounted on rear drive shaft, ahead of rear axle center housing. _____

X. ELECTRICAL SYSTEM

1. Type: 12-volt system with 95 amp (minimum) alternator. Enclosed, protected wiring harness meeting ISO standard with weatherproof connectors. _____
2. Battery: Single, rated at 690 cold cranking amps. Low maintenance or maintenance free design. _____
3. Lighting: Four adjustable front 55 watt halogen work lights, four adjustable rear 55 watt halogen work lights, brake lights, turn signals, four way hazard flashers. _____
4. Instrumentation: Gauges and readouts consisting of engine coolant temperature, tachometer, hourmeter, fuel level, engine preheating, high coolant temperature, low engine oil pressure, air filter restriction, high transmission oil temperature, service indicator, battery charging, hydraulic oil filter restriction, high hydraulic oil temperature, low hydraulic oil temperature, direction indicators, gears, four wheel drive, reverse, forward, differential lock engagement, central warning indicator, and parking brake applied. _____
5. Circuit Protection: Fuses and relays located in main panel within operator platform and battery box. Main circuit disconnect at battery positive terminal for added circuit protection. _____
6. Accessory: 2-12 volt outlets for powered accessories or cigarette lighter, radio pre-wiring including antenna. _____

XI. HYDRAULIC SYSTEM

1. Type: Closed-center, load-sensing, flow-sharing hydraulics with a single variable displacement axial piston type pump - 42 gpm maximum flow at rated engine rpm. Transmission driven, rear mounted. _____
2. System Pressure: 3,625 psi maximum. Loader and backhoe to run at the same system pressure. _____
3. Hydraulic Separate oil reservoir not shared with other systems. _____
4. Oil Cooler and Separate loader/backhoe hydraulic system oil cooler. _____
5. Radiator: visible, heavy-duty, pressurized nylon expansion tank above/behind radiator. _____
6. Hydraulic Hoses: Abrasion protection of valve to boom hoses. Hoses to have burst pressure at 4X working pressure and protected sheathing at major pivot joints. _____

7. Volvo Hydraulic Safeguard system: Monitors the hydraulic oil temperature and automatically adjusts the hydraulic power to optimize the performance of the cooling system. _____
8. Pipework: Combination of flexible and solid hydraulic lines routed for accessibility and protection. _____
9. Pressure Ports: One each for system, load sensing, located near control valve at the back of machine, and hydraulic servo loader joystick pressures, accessible via a removable plate in front cab floor, or from the bottom of machine. _____

XII. BACKHOE AND MAINFRAME AND HYDRAULICS

Unitized, one piece mainframe with integral backhoe meeting the following criteria:

1. Heavy-duty mainframe with sealed 2.5-inch swing post pins and swing cylinder pins. _____
2. Pilot controls Both SAE and ISO; plus mechanical controls available as an option. _____
3. Fabricated boom and dipper 5-ton cast steel lift eye in bucket linkage, 1-inch diameter. _____
4. Switch-activated hydraulic boom lock Manual swing locking pin Backhoe with SAE Maximum dig depth to equal 14' 9" (18'3" extended) w/Quick attach. _____
5. Extendible dipper: Dipper digging force (SAE) ret. to equal or exceed 8,715 lbs. (6,402 lbs extended). Bucket digging force (SAE) to equal or exceed 13,296 lbs. _____
6. Bucket capable of minimum 194 degrees rotation. _____
7. Externally adjustable nylatron wear pads that require no lubrication I . _____
8. Internal sliding extendible dipper Backhoe bucket: 24" heavy duty, .27 cubic yard capacity, backhoe bucket, 5 replaceable high performance teeth, full width wear strips welded to bottom and sides, tapered angles, 8" toe plate _____

XIII. SERVICEABILITY AND MAINTENANCE

Machine service and maintenance design to enhance operator convenience and ease of maintenance and including the following:

1. Operator standing on the ground must be able to check engine oil, transmission oil, brake fluid, engine coolant. _____
2. Operator standing on the ground must be able to top off engine oil, transmission oil, fuel, brake fluid, engine coolant. _____
3. Opening of engine compartment hood must be without the use of tools with operator standing on the ground and lockable and no panel removal required. _____
4. Cab doors, hood release, battery access, toolbox, and fuel cap must be opened using the engine start key. _____
5. Two removable access plates within cab floor, one in front, and one in rear, for accessing key components. _____
6. Daily maintenance checks (every 10 hours) _____
7. Transmission oil, engine oil, hydraulic oil, engine coolant. _____
8. Weekly greasing intervals (every 50 hours). _____
9. Loader, backhoe, and front axle grease points. _____

Service Intervals:

10. Change every 500 hours—engine oil, transmission filter, engine filter, hydraulic filter. _____
11. Change every 1000 hours—axle oil, transmission oil, primary air filter and fuel filter. _____
12. Change every 2000 - secondary air filters. _____
13. Change every 3000 hours—engine coolant. _____

XIV. SAFETY AND SECURITY

1. Unit to be equipped with four-post rollover protective structure (ROPS), and falling objects protective structure (FOPS) and retractable seat belt meeting SAE J1040 and SAE J231 criteria. _____
2. Unit to be equipped with independent parking brake and integral, heavy-duty loader service strut. _____
3. Vandalism protection must include key lockable engine and battery compartments and cab door locks (if equipped). _____
4. All locks must be operated with the engine start key. _____
5. Audible backup alarm. _____
6. Backhoe stabilizers equipped with anti-drift/balance valves. _____
7. Cushioned swing, boom, and bucket cylinders. _____
8. Dual entry. _____
9. Three serrated, self-cleaning bolt-on steps, handrails to allow 3 points of contact entering/exiting. _____

XV. WARRANTY

Standard Warranty: 12 months, unlimited hours. _____

XVI. BACKHOE AND MAINFRAME AND HYDRAULICS

Unitized, one piece mainframe with integral backhoe meeting the following criteria:

1. Heavy-duty mainframe with sealed 2.5" swing post pins and swing cylinder pins. _____
2. Pilot controls or two lever SAE backhoe pattern controls. _____
3. Fabricated boom and dipper. _____
4. Cushioned swing, boom, and bucket cylinders. _____
5. Backhoe with SAE Maximum dig depth to equal or exceed 14'5". _____
6. Standard Dipper: Dipper digging force (SAE) to equal or exceed 8,700 lbs. _____
7. Bucket digging force (SAE) to equal or exceed 13,260 lbs. _____

XVII. ADDITIONAL ATTACHMENTS REQUIRED

1. Loader attachment bracket – Hydraulic. _____
2. Backhoe attachment bracket- manual. _____
3. Boom Suspension System for ride control. _____
4. Additional front counterweights. _____
5. Rotating roof-mounted magnetic beacon with in-cab switch. _____
6. Dual batteries. _____
7. Sun visor. _____
8. AM-FM radio/cassette player. _____
9. Exterior rearview mirrors—left and right side with brackets. _____
10. Three inch wide seat belt. _____
11. Optional Kits: Boom Suspension System for ride control. _____

**CITY OF NEWTON
PUBLIC WORKS DEPARTMENT**

VOLVO MODEL BL70 BACKHOE OR EQUIVALENT

Manuals:

2 Operators)	
2 Shop repair)	
2 Repair parts)	----- per Unit
2 Engine parts)	
2 Engine service)	

Service before delivery:

Prior to delivery, the backhoes shall be completely serviced and checked by the vendor in the vendor's shop to insure the equipment is operating as designed.

Delivery Schedule:

State in Section 2 the delivery schedule of completed backhoes and any additional attachments that the City of Newton may purchase.

Days _____

BIDDER (Name of firm) _____

AUTHORIZED SIGNATURE _____

TITLE OF PERSON SIGNING _____

DATE ____/____/____

END OF SECTION

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted shall be a firm fixed price and delivered FOB Destination, City of Newton, Newton Massachusetts. The term FOB destination shall mean delivered and unloaded on-site with all charges for transportation and unloading prepaid by the contractor. Vendor agrees to bear risk of loss, injury, or destruction of goods and materials ordered which occurs prior to receipt by the Authority. Such loss injury, or destruction shall not release the vendor from any contractual obligations.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid, the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.

12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The contractor shall be responsible for the removal of rubbish and waste materials, if any, resulting from installation or other services provided under the terms and any contract award or purchase order. The contractor shall not dispose of waste materials on Authority property.
14. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
15. "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.
16. For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

17. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

Insurance Requirements

- A. The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract including options, if exercised.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

- B. The Owner shall be named as additional insured on the Contractor's Liability Policies.
- C. The Contractor shall not commence the work until proof of compliance with this section has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that all required coverage is in force.
- D. Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice. If the Owner is damaged by the Contractor's failure to maintain insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE
CANCELLATION OF YOUR CONTRACT.**

END OF SECTION

ATTACHMENT - A

a)LIST OF EXCEPTIONS OR EQUALS TO SPECIFICATIONS

Bidder must itemize all deviations in detail to the specifications herein. If this is not sufficient space, attach additional copies of this sheet as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation will be cause for disqualification. Unless otherwise stated by the bidder in the space provided below, the proposal will be considered as being in strict accordance with the specifications outlined herein even though the manufacturer's literature may indicate deviations from the attached specifications.

ITEM NO.	EXCEPTION
1	1. The first exception is that the defendant is not a citizen of the United States.
2	2. The second exception is that the defendant is not a resident of the United States.
3	3. The third exception is that the defendant is not a member of the United States Armed Forces.
4	4. The fourth exception is that the defendant is not a member of the United States Coast Guard.
5	5. The fifth exception is that the defendant is not a member of the United States Navy.
6	6. The sixth exception is that the defendant is not a member of the United States Air Force.
7	7. The seventh exception is that the defendant is not a member of the United States Marine Corps.
8	8. The eighth exception is that the defendant is not a member of the United States Army.
9	9. The ninth exception is that the defendant is not a member of the United States Space Force.
10	10. The tenth exception is that the defendant is not a member of the United States Coast Guard Reserve.
11	11. The eleventh exception is that the defendant is not a member of the United States Navy Reserve.
12	12. The twelfth exception is that the defendant is not a member of the United States Air Force Reserve.
13	13. The thirteenth exception is that the defendant is not a member of the United States Marine Corps Reserve.
14	14. The fourteenth exception is that the defendant is not a member of the United States Army Reserve.
15	15. The fifteenth exception is that the defendant is not a member of the United States Space Force Reserve.
16	16. The sixteenth exception is that the defendant is not a member of the United States Coast Guard Reserve.
17	17. The seventeenth exception is that the defendant is not a member of the United States Navy Reserve.
18	18. The eighteenth exception is that the defendant is not a member of the United States Air Force Reserve.
19	19. The nineteenth exception is that the defendant is not a member of the United States Marine Corps Reserve.
20	20. The twentieth exception is that the defendant is not a member of the United States Army Reserve.
21	21. The twenty-first exception is that the defendant is not a member of the United States Space Force Reserve.
22	22. The twenty-second exception is that the defendant is not a member of the United States Coast Guard Reserve.
23	23. The twenty-third exception is that the defendant is not a member of the United States Navy Reserve.
24	24. The twenty-fourth exception is that the defendant is not a member of the United States Air Force Reserve.
25	25. The twenty-fifth exception is that the defendant is not a member of the United States Marine Corps Reserve.
26	26. The twenty-sixth exception is that the defendant is not a member of the United States Army Reserve.
27	27. The twenty-seventh exception is that the defendant is not a member of the United States Space Force Reserve.
28	28. The twenty-eighth exception is that the defendant is not a member of the United States Coast Guard Reserve.
29	29. The twenty-ninth exception is that the defendant is not a member of the United States Navy Reserve.
30	30. The thirtieth exception is that the defendant is not a member of the United States Air Force Reserve.
31	31. The thirty-first exception is that the defendant is not a member of the United States Marine Corps Reserve.
32	32. The thirty-second exception is that the defendant is not a member of the United States Army Reserve.
33	33. The thirty-third exception is that the defendant is not a member of the United States Space Force Reserve.
34	34. The thirty-fourth exception is that the defendant is not a member of the United States Coast Guard Reserve.
35	35. The thirty-fifth exception is that the defendant is not a member of the United States Navy Reserve.
36	36. The thirty-sixth exception is that the defendant is not a member of the United States Air Force Reserve.
37	37. The thirty-seventh exception is that the defendant is not a member of the United States Marine Corps Reserve.
38	38. The thirty-eighth exception is that the defendant is not a member of the United States Army Reserve.
39	39. The thirty-ninth exception is that the defendant is not a member of the United States Space Force Reserve.
40	40. The fortieth exception is that the defendant is not a member of the United States Coast Guard Reserve.
41	41. The forty-first exception is that the defendant is not a member of the United States Navy Reserve.
42	42. The forty-second exception is that the defendant is not a member of the United States Air Force Reserve.
43	43. The forty-third exception is that the defendant is not a member of the United States Marine Corps Reserve.
44	44. The forty-fourth exception is that the defendant is not a member of the United States Army Reserve.
45	45. The forty-fifth exception is that the defendant is not a member of the United States Space Force Reserve.
46	46. The forty-sixth exception is that the defendant is not a member of the United States Coast Guard Reserve.
47	47. The forty-seventh exception is that the defendant is not a member of the United States Navy Reserve.
48	48. The forty-eighth exception is that the defendant is not a member of the United States Air Force Reserve.
49	49. The forty-ninth exception is that the defendant is not a member of the United States Marine Corps Reserve.
50	50. The fiftieth exception is that the defendant is not a member of the United States Army Reserve.
51	51. The fifty-first exception is that the defendant is not a member of the United States Space Force Reserve.
52	52. The fifty-second exception is that the defendant is not a member of the United States Coast Guard Reserve.
53	53. The fifty-third exception is that the defendant is not a member of the United States Navy Reserve.
54	54. The fifty-fourth exception is that the defendant is not a member of the United States Air Force Reserve.
55	55. The fifty-fifth exception is that the defendant is not a member of the United States Marine Corps Reserve.
56	56. The fifty-sixth exception is that the defendant is not a member of the United States Army Reserve.
57	57. The fifty-seventh exception is that the defendant is not a member of the United States Space Force Reserve.
58	58. The fifty-eighth exception is that the defendant is not a member of the United States Coast Guard Reserve.
59	59. The fifty-ninth exception is that the defendant is not a member of the United States Navy Reserve.
60	60. The sixtieth exception is that the defendant is not a member of the United States Air Force Reserve.
61	61. The sixty-first exception is that the defendant is not a member of the United States Marine Corps Reserve.
62	62. The sixty-second exception is that the defendant is not a member of the United States Army Reserve.
63	63. The sixty-third exception is that the defendant is not a member of the United States Space Force Reserve.
64	64. The sixty-fourth exception is that the defendant is not a member of the United States Coast Guard Reserve.
65	65. The sixty-fifth exception is that the defendant is not a member of the United States Navy Reserve.
66	66. The sixty-sixth exception is that the defendant is not a member of the United States Air Force Reserve.
67	67. The sixty-seventh exception is that the defendant is not a member of the United States Marine Corps Reserve.
68	68. The sixty-eighth exception is that the defendant is not a member of the United States Army Reserve.
69	69. The sixty-ninth exception is that the defendant is not a member of the United States Space Force Reserve.
70	70. The seventieth exception is that the defendant is not a member of the United States Coast Guard Reserve.
71	71. The seventy-first exception is that the defendant is not a member of the United States Navy Reserve.
72	72. The seventy-second exception is that the defendant is not a member of the United States Air Force Reserve.
73	73. The seventy-third exception is that the defendant is not a member of the United States Marine Corps Reserve.
74	74. The seventy-fourth exception is that the defendant is not a member of the United States Army Reserve.
75	75. The seventy-fifth exception is that the defendant is not a member of the United States Space Force Reserve.
76	76. The seventy-sixth exception is that the defendant is not a member of the United States Coast Guard Reserve.
77	77. The seventy-seventh exception is that the defendant is not a member of the United States Navy Reserve.
78	78. The seventy-eighth exception is that the defendant is not a member of the United States Air Force Reserve.
79	79. The seventy-ninth exception is that the defendant is not a member of the United States Marine Corps Reserve.
80	80. The eightieth exception is that the defendant is not a member of the United States Army Reserve.
81	81. The eighty-first exception is that the defendant is not a member of the United States Space Force Reserve.
82	82. The eighty-second exception is that the defendant is not a member of the United States Coast Guard Reserve.
83	83. The eighty-third exception is that the defendant is not a member of the United States Navy Reserve.
84	84. The eighty-fourth exception is that the defendant is not a member of the United States Air Force Reserve.
85	85. The eighty-fifth exception is that the defendant is not a member of the United States Marine Corps Reserve.
86	86. The eighty-sixth exception is that the defendant is not a member of the United States Army Reserve.
87	87. The eighty-seventh exception is that the defendant is not a member of the United States Space Force Reserve.
88	88. The eighty-eighth exception is that the defendant is not a member of the United States Coast Guard Reserve.
89	89. The eighty-ninth exception is that the defendant is not a member of the United States Navy Reserve.
90	90. The ninetieth exception is that the defendant is not a member of the United States Air Force Reserve.
91	91. The ninety-first exception is that the defendant is not a member of the United States Marine Corps Reserve.
92	92. The ninety-second exception is that the defendant is not a member of the United States Army Reserve.
93	93. The ninety-third exception is that the defendant is not a member of the United States Space Force Reserve.
94	94. The ninety-fourth exception is that the defendant is not a member of the United States Coast Guard Reserve.
95	95. The ninety-fifth exception is that the defendant is not a member of the United States Navy Reserve.

This image shows a single page of white paper with horizontal blue lines. The lines are evenly spaced and run across the width of the page, typical of notebook or ledger paper. There are no margins, text, or other markings on the page.

COMPANY:

END OF SECTION